

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	
	:	Chapter 11
CENVEO, INC., <i>et al.</i> ,	:	
	:	Case No. 18-22178 (RDD)
Debtors.	:	
	:	Jointly Administered
-----X	:	

**OBJECTION TO CURE AMOUNT
OF ACTUM, S.R.O.**

In response to that certain Notice of Plan Supplement (the “Notice”) [Doc. No. 522], as filed by the debtors in this case on June 29, 2018, Actum, s.r.o. (“Actum”), by and through its counsel, Holland & Knight LLP, hereby asserts its Objection to the Cure Amount set out in Exhibit B to the Notice with respect to the “Kadena application development agreement” with Actum listed therein (the “Cure Amount”).

1. We assume that the reference in Schedule B to the Notice to the “Kadena application development agreement” is to that certain Master Services Agreement dated as of March 2, 2017, by and between Actum and debtor Cenveo Corporation (the “MSA”).

2. In the Notice, the Cure Amount for the MSA is listed as \$188,274.

3. On or about March 2, 2017, Actum and debtor Cenveo Corporation (“Debtor”) entered into the MSA.

4. Under the MSA, Debtor engaged Actum to perform certain software development and related services. Actum and Debtor entered into various Statements of Work under and pursuant to the MSA, each of which described in some detail the work required to be performed by Actum and the terms and conditions of service and payment related thereto.

5. On or about December 21, 2017, Actum and Debtor entered into Statement of Work #4 (“SOW #4”), which is governed by the MSA, describes the services required to be provided to Debtor by Actum and sets out in detail the terms and conditions for such services, including the pricing and payment terms therefor. Under SOW #4, Actum is required to perform and provide Debtor with services relating to the development, delivery and deployment of Kadena 2.0 software, as well as certain support and other services relating thereto and in connection therewith, in return for payment by Debtor, as determined and calculated as set forth in SOW #4 and the MSA.

6. Based on Actum’s calculations, the Cure Amount for the MSA is \$229,205.25, as set out in the six (6) invoices that are attached to this Objection as **Exhibit A** hereto (the “Invoices”), which were generated for services provided under the MSA and which are listed on **Exhibit B** hereto.

7. As a result, Actum hereby objects to the Cure Amount for the MSA listed in Schedule B to the Notice, as the Cure Amount is incorrect and too low, and should be \$229,205.25, per the attached Invoices and calculated as set out in **Exhibit B** hereto.

8. The filing of this Objection to Cure Amount shall neither: (i) waive or release any rights of Actum against Debtor or any other entity or person; nor (ii) elect a remedy which waives or otherwise affects any other remedy of Actum.

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WHEREFORE, Actum, s.ro. hereby respectfully objects to the Cure Amount set forth in Exhibit B to the Notice and requests that the Court set the Cure Amount for the MSA at \$229,205.25, and grant such other relief as is just and proper.

Dated: New York, New York
July 11, 2018

Respectfully submitted,

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